

EXHIBIT A

MICHAEL K. JEANES
 Clerk of the Superior Court
 By Jessica Kiraly, Deputy
 Date 01/30/2013 Time 16:40:20

Description	Amount
CASE# CV2013-001013	
CIVIL NEW COMPLAINT	301.00
TOTAL AMOUNT	301.00
Receipt# 22734827	

Aaron M. Green, No. 019800
 LAW OFFICE OF AARON GREEN, P.C.
 645 North Fourth Avenue, Suite B
 Phoenix, Arizona 85003-1595
 Telephone: (602) 525-4659
 Fax: (602) 532-7457
greenlawaz@gmail.com
 Attorney for the Plaintiff(s)

**IN THE SUPERIOR COURT OF THE STATE OF ARIZONA
 IN AND FOR THE COUNTY OF MARICOPA**

NAVID ZAMANI and DONYA
 ZAMANI, husband and wife,
 Plaintiffs,

v.

BMO HARRIS BANK N.A., as legal
 successor to M&I Marshall & Ilsley Bank,
 a national banking association,
 Defendant.

Case No.: **CV2013-001013**

VERIFIED COMPLAINT

(Fraud; TILA)

Plaintiffs Navid Zamani and Donya Zamani ("Plaintiffs"), by and through
 undersigned counsel, for their complaint against Defendant, hereby allege the following:

PARTIES, JURISDICTION & VENUE

1. Plaintiffs are the borrowers on a Promissory Note owned by Defendant BMO
 Harris Bank N.A., as legal successor to M & I Marshall & Ilsley Bank (the "Bank"),
 which is secured by a Deed of Trust ("DOT") on the real property located at 5990 S. 99th
 Ave., Tolleson, AZ 85353 (the "Subject Property") and (the "Promissory Note"). True

1 Promissory Note from inception of the Promissory Note through August 2009.

2 12. Plaintiffs did not make the balloon payment required under the Promissory
3 Note on September 1, 2009.

4 13. Upon information and belief, Plaintiffs continued to make payments on the
5 Promissory Note in the amount of \$1,675.57 from September 2009 through June 2010.
6

7 14. On or about June 8, 2010, Plaintiffs spoke with David Vasquez at M&I Bank
8 to enter into a performance payment plan whereby three payments of \$3,066.65 would be
9 made over the following three months.

10 15. Mr. Vasquez told the Plaintiffs that if they made all three timely performance
11 payments, M&I Bank would consider extending the Promissory Note's balloon payment
12 for three additional years at six and one-quarter percent (6.25%) interest.
13

14 16. The performance payment plan was confirmed via written correspondence. A
15 true and correct copy of the correspondence is attached as **Exhibit 3**.

16 17. Plaintiffs made all three timely payments of \$3,066.65 under the performance
17 payment plan.
18

19 18. Upon completion of the performance payments, on or around September 2010,
20 M&I Bank and Plaintiffs entered into a modification of the Promissory Note via a
21 Change In Terms Agreement. A true and correct copy of the Change In Terms
22 Agreement is attached as **Exhibit 4**.

23 19. The Change In Terms Agreement states that the principal amount owed is
24
25

1 \$502,670.00 and accrues interest at six and one-quarter percent (6.25%) interest with
2 thirty-five (35) monthly payments of \$3,095.03 and one balloon payment of \$486,933.05
3 due September 1, 2012.

4 20. The Change In Terms Agreement was thereby executed by Plaintiffs in
5 September 2010.
6

7 21. Although the Change In Terms Agreement was executed in September 2010,
8 the Change In Terms Agreement provided by the Bank memorialized a date of September
9 2009.

10 22. Plaintiffs' reliance upon the execution date of the Change In Terms Agreement
11 led Plaintiffs to anticipate that they would receive a loan modification for a three year
12 extension from the date of executing the loan modification.
13

14 23. The Change In Terms Agreement also included a Disclosure Statement
15 evidencing disclosures required by the Truth In Lending Act. A true and correct copy of
16 the Disclosure Statement is attached as **Exhibit 5**.

17 24. The Disclosure Statement states that in addition to the balloon payment,
18 Deferred Payments Due at Maturity would also be due in the amount of \$34,976.52.
19

20 25. The Deferred Payments Due at Maturity failed to give Plaintiffs any credit for
21 payments made between September 2009 and September 2010 (in the approximate
22 amount of \$24,280.98).

23 26. Upon information and belief, M&I Bank knew it failed to give Plaintiffs credit
24
25

1 for their payments made between September 2009 and September 2010, knew the
2 amounts listed on the Change In Terms Agreement was false, misleading and material,
3 and intended Plaintiffs not notice M&I Bank's misleading calculation of payments made.

4
5 27. In September of 2010, Plaintiffs were unaware that the Deferred Payments
6 Due at Maturity listed on the Disclosure Statement was an actual charge, and justifiably
7 relied on M&I Bank's representations listed in the APR given M&I Bank's sophistication
8 in mortgage lending.

9 28. Upon information and belief, the Bank became the legal successor to M&I
10 Bank prior to September 2012.

11 29. On or around October 2012, the Bank sent a Mortgage Delinquency Notice
12 demanding payment of \$43,799.45 which amount includes the Deferred Payments Due at
13 Maturity. A true and correct copy of the Mortgage Delinquency Notice is attached as
14 Exhibit 6.

15
16 30. As a direct and proximate result of the Bank's (as legal successor to M&I
17 Bank) false amount included in the Disclosure Statement, Plaintiffs suffered injury.

18
19 **COUNT ONE**
(Fraud)

20 31. Plaintiffs reallege and incorporate by reference all previous allegations
21 contained above as though fully set forth herein.

22
23 32. The Bank, as legal successor to M&I Bank, represented that the amount due
24 on the Promissory Note and payable under the Change In Terms Agreement (the
25 "Representation") was \$502,670.00.

1 33. The Representation was false and misleading because the Bank also demanded
2 additional monies claiming Plaintiffs were delinquent in past payments of \$34,976.52
3 (the "False Delinquent Amount").

4 34. The Bank knew the False Delinquent Amount and Representation were untrue
5 and material, yet it discreetly buried the payment required of the False Delinquent
6 Amount at the bottom of the Disclosure Statement, failed to include the amount in the
7 Finance Charge and failed to include it in the Change In Terms Agreement.

8 35. Because the Representation and False Delinquent Amount were not included
9 in the Change In Terms Agreement and were not reflected in the Finance Charge of the
10 Disclosure Statement, Plaintiffs were unable to recognize the Representation and False
11 Delinquent Amount was payable.

12 36. The Bank intended the Plaintiffs to believe the Representation was true by
13 failing to include the False Delinquent Amount in the Change In Terms Agreement and
14 by not reflecting the amount in the Finance Charge of the Disclosure Statement.

15 37. The Plaintiffs justifiably relied upon the Bank's Representation.

16 38. As a direct and proximate result of the Bank's false Representation, Plaintiffs
17 suffered injury.

18 WHEREFORE, Plaintiffs request that this Court enter Judgment against the Bank
19 as follows:

- 20 a. Awarding Plaintiffs damages in an amount to proven at trial;
- 21 b. Awarding Plaintiffs punitive damages in an appropriate amount to
- 22 punish the Bank for its malicious conduct;

1 c. For such other and further relief as this Court deems just and
2 appropriate under the circumstances.

3 **COUNT TWO**
4 **(TILA)**

5 39. Plaintiffs reallege and incorporate by reference all previous allegations
6 contained above as though fully set forth herein.

7 40. The Bank, as legal successor to M&I Bank, had a duty to disclose the proper
8 annual percentage rate and finance charge for the Promissory Note and Change In Terms
9 Agreement.
10

11 41. The Bank demanded additional monies claiming Plaintiffs were delinquent in
12 past payments of \$34,976.52 (the "False Delinquent Amount").

13 42. The False Delinquent Amount was not disclosed in the Finance Charge, nor
14 the Annual Percentage Rate.

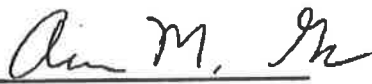
15 43. As a direct and proximate result of the Bank's failure to properly disclose,
16 Plaintiffs suffered injury.
17

18 WHEREFORE, Plaintiffs request that this Court enter Judgment against the Bank
19 as follows:

- 20 a. Awarding Plaintiffs damages in an amount to proven at trial;
21 b. Awarding Plaintiffs twice the amount of any finance charge in
22 connection with the Promissory Note and Change In Terms Agreement;
23 c. For such other and further relief as this Court deems just and
24 appropriate under the circumstances.
25

1
2 DATED this 30th day of January, 2013.

3 LAW OFFICE OF AARON GREEN, P.C.

4 

5 Aaron M. Green
6 645 N. 4th Avenue, Suite B
7 Phoenix, Arizona 85003
8 *Attorney for Plaintiffs*
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VERIFICATION

1. I, Navid Zamani, am a Plaintiff in the foregoing action;

2. I have read the foregoing Verified Complaint and know the contents thereof;

3. The same are true of my own personal knowledge except as to those statements made upon information and belief, and as to those, I believe them to be true; and

4. I declare under penalty of perjury that the foregoing is true and correct.

EXECUTED on this 27 day of January, 2013.

Navid Zamani



01/29/2013 15:15 FAX 4804972005

Gilbert Family Dentistry

002/002

VERIFICATION

1. I, Donya Zamani, am a Plaintiff in the foregoing action;

2. I have read the foregoing Verified Complaint and know the contents thereof;

3. The same are true of my own personal knowledge except as to those statements made upon information and belief, and as to those, I believe them to be true; and

4. I declare under penalty of perjury that the foregoing is true and correct.

EXECUTED on this 28 day of January, 2013.

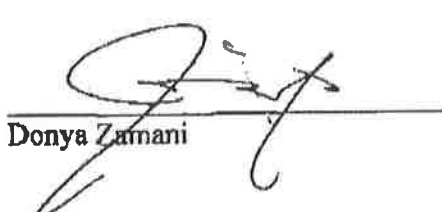

Donya Zamani

EXHIBIT 1

W.B.A. 458 (4/17/93)

MORTGAGE NOTE 9807744-0004189146

ZAMANI, N

Wisconsin Real Estate Lender

(Do not use for a loan of \$25,000 or less to individual(s) for personal, family, household or agricultural purposes unless the loan is secured by a first mortgage. For use with fixed or variable rate.)

Rates not checked are applicable.

David Zamani

and Donya M Zamani

August 9 2006 \$ 502,670.00

I promise to pay
to the order of
at 770 North Water StreetM&I Marshall and Isley Bank
Milwaukee, WI 53202

, the principal sum of \$ 502,670.00

("Lender")

(Check (a), (b), (c); only one shall apply.)

- ☒ (a) in one payment on September 1 2009, plus interest payable as set forth below, and on
- ☐ (b) in equal installments of \$ month thereafter ☐ every 7th day thereafter ☐ every 14th day thereafter, PLUS a final payment of unpaid principal and accrued interest due on below, if applicable. All payments include principal and interest.
- ☐ (c) in equal installments of principal of \$ month thereafter ☐ every 7th day thereafter ☐ every 14th day thereafter, PLUS a final payment of unpaid principal due on
- ☐ the same day(s) of each month thereafter, PLUS a final payment of unpaid principal due on
- Lender is under no obligation to refund the final payment if maturity:

(Check (d) or (e); only one shall apply.) This Note bears interest on the unpaid balance before maturity.

- ☒ (d) At the rate of 7.000 % per year, percentage points ("Note Rate"), and the Note Rate shall be
- ☐ (e) At the annual rate which is equal to the following Index Rate, plus
- adjusted by provided below. The Index Rate is:
- ☐ The average annual discount rate for 28-week U.S. Treasury bills, as determined by the
- section of the bill in the month preceding
- this date and in the month preceding each Change Date defined below, rounded up or down to the nearest percentage point.

The Initial Note Rate is

% per year. The Note Rate will not exceed

☐ The Note Rate will never be increased or decreased on any single Change Date defined below by more than

percentage points from the rate of

Interest in effect immediately prior to the Change Date.

The Note Rate shall be adjusted only on the following Change Dates: ☐ the first day of each month ☐ each scheduled payment date ☐ as and when the Index Rate changes

Lender may decline to implement in full or in part any authorized increase in the Note Rate, and such increase defined by the Lender may otherwise be used

either to offset any subsequent decrease in the Index Rate or to supplement any subsequent increase in the Index Rate on any Change Date.

An adjustment in the Note Rate will result in an increase or decrease in (1) ☐ the amount of each payment of interest, (2) ☐ the amount of the final payment, (3) ☐ the number of scheduled periodic payments sufficient to repay this Note in substantially equal payments, (4) ☐ the amount of each remaining payment of principal and interest so that those remaining payments will be substantially equal and sufficient to repay this Note by its scheduled maturity date, or (5) ☐ the amount of each remaining payment of principal and interest (other than the final payment) so that those remaining payments will be substantially equal and sufficient to repay this Note by its scheduled maturity date based on the original amortization schedule used by Lender, plus the final payment of principal and interest. I agree to pay any resulting payments or amounts. If the Index Rate ceases to be available to Lender during the term of this Note, Lender may substitute a comparable index.

- ☐ (f) Interest is computed for the actual number of days principal is unpaid. ☐ on the basis of a 360 day year. ☐ on the basis of a 365 day year.
- ☒ (g) Interest is computed for the number of days principal is unpaid on the basis of a 360 day year, meaning each day as one thirty-sixth of a month and disregarding differences in length of months and years.
- Interest is payable on ☐ 10/1/06 and on ☐ the same day of each consecutive month thereafter ☐ every 7th day thereafter ☐ every 14th day thereafter, and at maturity, or, if both (b) is checked, at the times so indicated. All unpaid principal and accrued interest bear interest after maturity, whether accruing by acceleration or lapse of time, until paid, at the rate ☐ which would otherwise be applicable plus ☐ percentage points ☐ or charge of 5.00 % per year computed on the unpaid amount. If any payment is not made on or before the 15th day after its due date, Lender may collect a delinquency for each check presented for payment under this Note which is returned unsatisfied.

This Note is secured by real estate under an agreement dated August 9 2006 from

David Zamani and Donya M Zamani, husband and wife as community property with

right of survivorship

to Lender,

☐ This is a nonrecourse loan and interest is payable on the amount advanced beginning

and on the same day of each

☐ I authorize Lender to automatically deduct payments due under this Note from an account I will maintain with Lender. I will keep sufficient funds in the account to pay the full amount of each payment on the date it is due.

This Note is subject to the following additional terms:

- ☒ Any installment paid within 30 days (not more than 30) prior to or after its due date is considered paid on the due date of the installment solely for purposes of determining interest earned on this Note and not for purposes of determining default or delinquency charges.
- ☐ This Note reserves and does not satisfy or discharge a Note I executed to Lender on
- Full or partial prepayment of the Note ☐ is permitted at any time without penalty ☐

Upon prepayment in full, unearned interest will be refunded to the extent required by law. Lender may apply prepayments to such future installments as it elects.

For Wisconsin residents only: I, David Zamani, am ☒ married ☐ unmarried ☐ legally separated. If I am married and my spouse is not signing below, the name of my spouse is shown below or at ☐ the address

If I am a married Wisconsin resident, the obligation evidenced by this Note is being incurred in the interest of my marriage and family.

X

VARIABLE RATE DISCLOSURES

If box (d) above is checked, this Note contains a variable interest rate provision. The following disclosures are applicable if this Note is secured by a first lien real estate mortgage or equivalent security interest on a one-to-four family dwelling used as my principal place of residence. An increase or decrease in the Index Rate described above will cause a corresponding increase or decrease in the rate of interest. The current Index Rate value is % . I copy this Note in whole or in part at any time without penalty. Notice of any interest rate increase must be given to me.

I acknowledge receipt of a completed copy of this Note. "I," "my" and "we" includes each person who signs this Note and our obligations are joint and several. This Note includes the Additional Provisions on the reverse side.

6714 N 64th Place Paradise Valley, AZ 85253

X David Zamani (S&B)

6714 N 64th Place Paradise Valley, AZ 85253

X Donya M Zamani (S&B)

(APPROVE)

X (S&B)

FOR LENDER'S CLERICAL USE

Complete Disclosure on Adjustable Rate Mortgages may be required

☐ Delivered

Disclosure Statement (W.B.A. (TL-24) or 2405) may be required

☐ Delivered

Variable Rate mortgage disclosures may be omitted

☐ Delivered

Residential Note (W.B.A. (TL-2) or 24) may be required

☐ Delivered

May use a W.B.A. (TL-2) mortgage with this Note

HUD Form (W.B.A. (TL-2) or 24) may be required

☐ Delivered

For disclosure, insert applicable prepayment conditions and penalties.

LOAN OFFICER

WBAMIO.FRM (02/99)

ADDITIONAL PROVISIONS

If I fail to make a payment under this Note when due, and the default continues for 10 days, or upon the occurrence of an event of default described in any agreement securing this Note, Lender may declare the entire balance of principal and accrued interest to be payable immediately, without notice or demand. All payments shall be applied in such manner as Lender determines to interest, principal and payments due under this Note or any agreement securing this Note. Unless a lien is prohibited by law or would render a nontaxable account taxable, I grant to Lender a security interest and lien in any deposit account I may at any time have with Lender. Lender may at any time after occurrence of an event of default, without notice or demand, set-off any amount unpaid on this Note against any deposit balances I may at any time have with Lender, or other money now or hereafter owed me by Lender. This Note is also secured by all existing and future security agreements covering personal property (other than a dwelling, unless disclosed on the reverse side) between Lender and any of us, between Lender and any guarantor or endorser of this Note, and between Lender and any other person providing collateral security for my obligations.

Presentment, protest, demand and notice of dishonor are waived. Without affecting my liability or the liability of any endorser, surety or guarantor, Lender may, without notice, grant renewals or extensions, accept partial payments, release or impair any collateral security for the payment of this Note or agree not to sue any party liable on it. I agree to pay all costs of collection before and after judgment, including, to the extent not prohibited by law, reasonable attorneys' fees.

I acknowledge that Lender has not made any representations or warranties with respect to, and that Lender does not assume any responsibility to me for, the collectability or enforceability of this Note or the financial condition of any of us. Each of us independently determined our creditworthiness and the enforceability of this Note.

This Note is intended by Lender and me as a final expression of this Note and as a complete and exclusive statement of its terms, there being no conditions to the enforceability of this Note. This Note may not be supplemented or modified except in writing. This Note benefits Lender, its successors and assigns, and binds me and my heirs, personal representatives and assigns.

MC Dr.

EXHIBIT 2

Return To:
M&I Mortgage Corp.
ATTN: Final Documentation Dept.
P.O. Box 478
Milwaukee, WI 53201-0478

Prepared By:
Lorann TenHaken, Vice President
M&I Mortgage Corp.

[Space Above This Line For Recording Data]

DEED OF TRUST

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated August 9 2006 together with all Riders to this document.

(B) "Borrower" is

Navid Zamani and Donya M Zamani, husband and wife as community property with right of survivorship

Borrower is the trustor under this Security Instrument. Borrower's mailing address is
6714 N 64th Place, Paradise Valley, AZ 85253
(C) "Lender" is M&I Marshall and Ilsley Bank

Lender is a Corporation
organized and existing under the laws of the State of Wisconsin

3003.FRM (08/02) 9807744-0004189146
ARIZONA-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

ZAMANI, N
Form 3003 1/01 (rev. 8/02)

10510-6(AZ) (0208)

Page 1 of 16

Initials *MT*

VMP MORTGAGE FORMS • (000)521-7201



Lender's mailing address is 770 North Water Street
Milwaukee, WI 53202

Lender is the beneficiary under this Security Instrument.

(D) "Trustee" is

Fidelity National Title Ins Co

Trustee's mailing address is

(E) "Note" means the promissory note signed by Borrower and dated August 9 2006
The Note states that Borrower owes Lender

Five Hundred Two Thousand Six Hundred Seventy and no/100

Dollars

(U.S. \$ 502,670.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than September 1 2009

(F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(G) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(H) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower (check box as applicable):

- | | | |
|--|---|---|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> Balloon Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> 1-4 Family Rider |
| <input type="checkbox"/> VA Rider | <input type="checkbox"/> Biweekly Payment Rider | <input type="checkbox"/> Other(s) [specify] |

(I) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(J) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(K) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(L) "Escrow Items" means those items that are described in Section 3.

(M) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(N) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(O) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to

2002A.FRM (08/02)

6(AZ) 10204

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Initials: ME 7

Form 3003 1/01 (rev. 8/02)

time, or any additional or successive legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(C) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County of _____ of the State of _____.

(Type of Recording Jurisdiction)

(Name of Recording Jurisdiction)

See Attached Legal Description

Record ID Number: 161-38-0144

8999 S 29th Avenue

Tulsa, Oklahoma

(Property Address)

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All improvements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property".

BORROWER COVENANTS that Borrower is lawfully seized of the entire interest conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT contains certain covenants for uniform use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:
1. Payment of Principal, Interest, Borrower's Fees, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Borrower's fees and charges for the Note.

SEE ATTACHED LEGAL DESCRIPTION

Page 1 of 16

MAIL- Toll-free AT 85533

which currently has the address of

(City), Arizona 85133

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SEE ATTACHED LEGAL DESCRIPTION

Page 1 of 16

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in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the

anyway" (as to protect its interest in the Property under this Security Instrument), including its present position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, securing the Property to make repairs, change locks, replace or repair doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all of these actions under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Non-Arm's Length Rate of interest and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, own and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any amount or earnings on such loss reserve. Lender can no longer require loan reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender required) is provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage Insurance provides that each risk on all such insurance is from time to time, and may enter into agreements with other parties that alter or modify their risk, or reduce losses. These agreements are on terms and conditions that are negotiable to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance. In exchange for structuring or modifying the mortgage insurer's risk, or sharing losses. If such agreements provide that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "reverse reinsurance." (Borrower)

(b) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other term of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(d) Any such agreements will not affect the right Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were assessed at the time of such cancellation or termination.

11. Application of Miscellaneous Proceeds/Tort Claims. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's interest is not harmed. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repair and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible to Lender's satisfaction, the Miscellaneous Proceeds shall be applied to the debt secured by this Security Instrument, whether or not then due, with the same. If any, paid to Borrower, such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the debt secured by this Security Instrument, whether or not then due, with the same. If any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the debt secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the debt secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the net amount of the debt secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the debt secured immediately before the partial taking, destruction, or loss in value, unless otherwise agreed in writing, the Miscellaneous Proceeds shall be applied to the debt secured by this Security Instrument in whole or in part as follows:

If the Property is abandoned to Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to take an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the debt secured by this Security Instrument, whichever or both it chooses. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in respect to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower may cure such a default and, if acceleration has occurred, reinstate as provided in Section 10, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

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12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

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16. **Governing Law; Severability; Rules of Construction.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

17. **Borrower's Copy.** Borrower shall be given one copy of the Note and of this Security Instrument.

18. **Transfer of the Property or a Beneficial Interest in Borrower.** As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. **Borrower's Right to Reinstate After Acceleration.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. **Sale of Note; Change of Loan Servicer; Notice of Grievance.** The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA

requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. **Hazardous Substances.** As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall give written notice to Trustee of the occurrence of an event of default and of Lender's election to cause the Property to be sold. Trustee shall record a notice of sale in each county in which any part of the Property is located and shall mail copies of the notice as prescribed by Applicable Law to Borrower and to the other persons prescribed by Applicable Law. After the time required by Applicable Law and after publication and posting of the notice of sale, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder for cash at the time and place designated in the notice of sale. Trustee may postpone sale of the Property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it or to the county treasurer of the county in which the sale took place.

23. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

24. Substitute Trustee. Lender may, for any reason or cause, from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by Applicable Law.

25. Time of Essence. Time is of the essence in each covenant of this Security Instrument.

STATE OF ARIZONA
COUNTY OF MARICOPA
JULY 10, 2013



STATE OF ARIZONA
COUNTY OF MARICOPA
JULY 10, 2013
By: [Signature]
[Signature]
[Signature]

STATE OF ARIZONA
COUNTY OF MARICOPA
JULY 10, 2013

STATE OF ARIZONA
COUNTY OF MARICOPA
JULY 10, 2013
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STATE OF ARIZONA
COUNTY OF MARICOPA
JULY 10, 2013

EXHIBIT 3



M&I Marshall & Hsley Bank
770 North Water Street
Milwaukee, WI 53202-3509
414-765-7700
mibank.com

NAVID ZAMANI
DONYA M ZAMANI
15 SHADOWCAST
NEWPORT COAST CA 92657

6-28% 3yrs

Dear Mr. and Mrs. Zamani:

This letter is to confirm your telephone conversation with David Vasquez on 06/08/2010 in regard to a performance payment plan on Loan # 098-4189146-40000.

This plan is not a modification of your present loan terms. It is a plan which allows you to temporarily depart from the normal payment schedule required by your current loan documents, to prove your willingness and ability to make lower, more affordable monthly performance payments, if your loan is modified to new repayment terms.

Upon completion of your performance payment plan M&I Bank will modify your present loan terms, and mail you loan modification documents detailing the changes to the terms and conditions for your loan, provided that you fulfill the following condition:

- (1) You make all of the required performance payments shown in the payment schedule below on, or before, the due dates indicated - a grace period is not allowed on performance payments; and

The following payments are required under this performance payment plan:

	Amount	Due Date	
Payment #1	\$3066.65	07/01/2010	✓ in 6/14
Payment #2	\$3066.65	08/01/2010	✓ 7/13
Payment #3	\$3066.65	09/01/2010	

Performance payments should be made payable to M&I Bank, and mailed to:

M&I Marshall & Hsley Bank
PO Box 2035
Attn: Loss Mitigation BRK-180-RC
Milwaukee, WI 53201-9919

Your performance payments will only total \$9198.95 and will not fully repay your past due balance. Therefore, at the end of the performance payment plan your loan will continue to have a past due balance. If you complete this performance payment plan and your loan is modified, we will defer the past due balance; you must repay the past due balance no later than at payoff of your loan.

Please feel free to contact me at 414.302.6531 should you have any additional questions regarding this performance payment plan.

Sincerely,

Elsa Jimenez
M&I Marshall & Hsley Bank

Nothing in this letter waives any rights or remedies available to M&I Bank, its affiliates or assigns. The terms and conditions under the documents applicable to your loan remain in full force until modified by written agreement.

EXHIBIT 4

CHANGE IN TERMS AGREEMENT

Principal Amount: \$502,670.00	Interest Rate: 5.250%	Term: 360 days	Payment Frequency: Monthly	Payment Amount: \$1,408.52	First Payment Date: 10/1/12	Last Payment Date: 9/30/13	Total Payments: 36	Outstanding Balance: \$502,670.00
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Borrower: David L. Lerner
15 BROADWAY
NEWPORT COAST, CA 92657

Lender: M&M FINANCIAL & TRUST BANK
South Phoenix
685 North 19th Avenue
Phoenix, AZ 85016

Principal Amount: \$502,670.00

Date of Agreement: September 1, 2009

DESCRIPTION OF EXISTING INSTRUMENT. The Existing Indebtedness is evidenced by a note executed by the above named Borrower(s) dated 08/27/09 in an original stated amount of \$502,670.00. As of the date of this Agreement, the outstanding principal balance owing on this loan is \$502,670.00.

DESCRIPTION OF COLLATERAL. The Existing Indebtedness is secured by an interest in real estate shown by a security instrument dated 08/27/09 on property located at 6900 S 90TH AVENUE, TOLSON, AZ 85355.

DESCRIPTION OF CHANGE IN TERMS. The terms of the Existing Indebtedness is amended with a final maturity date and scheduled periodic payments to set forth herein, and the rate of interest charged on the unpaid principal balance of the Existing Indebtedness is changed to the fixed rate set forth herein. This Change in Terms Agreement provides for the renewal and modification of the Existing Indebtedness and does not modify or supersede the Existing Indebtedness.

PAYMENT. I will pay this loan in accordance with the following payment schedule, which includes interest on the unpaid principal balance as described in the "INTEREST CALCULATION METHOD" paragraph using the interest rate provided in this paragraph. 36 evenly installments of principal and interest payments of \$1,408.52 each, beginning October 1, 2009, with interest calculated on the unpaid principal balance using an interest rate of 5.250% per annum based on a year of 360 days; and one principal and interest payment of \$418,820.00 on September 1, 2012, with interest calculated on the unpaid principal balance using an interest rate of 5.250% per annum based on a year of 360 days. This scheduled final payment is based on the assumption that all payments will be made timely as scheduled; the actual final payment will be for all principal and interest accrued but not paid, together with any other amounts due on this loan.

INTEREST CALCULATION METHOD. Interest on this loan is computed on a 30/360 simple interest basis, with the number of days before the first full payment date, monthly interest is calculated by applying the rate of the interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by a month of 30 days. Interest for the days after the first full payment is calculated on the basis of the actual days and a 360-day year. All interest payable under this loan is computed using the quotient.

CONTINUING VALIDITY. Except as expressly changed by this Agreement, the terms of the original obligation of obligations, including all amendments, conditions or waivers, remain unchanged and in full force and effect. Nothing in this Agreement shall constitute a modification of the original obligation. It is the intention of Lender as to this Agreement as to make any and all amendments, conditions or waivers of the original obligation, including amendments, conditions or waivers, shall be deemed to be made by Lender in writing. Any release or amendment, including amendments, conditions or waivers, will not be released by terms of this Agreement. If any release or amendment is given orally, based on the representations of Lender that the non-signing party consents to the change and terms of the Agreement or otherwise will not be released by it. This release applies not only to any release, amendments, modifications or releases, but also to all such subsequent actions.

SECURITY PAYMENTS. In addition to payments received by Lender, Lender may require security payments for the payment of insurance, taxes and other amounts the Borrower is obligated to pay as provided for in the security instrument securing the Existing Indebtedness.

DEFAULT PENALTIES. Credit insurance coverage. If not, insurance on the original certificate of insurance. Coverage is limited to the term stated on the insurance certificate provided at the time of execution of the Existing Indebtedness. If a modification extends the maturity date of the Existing Indebtedness, the borrower's policy will not be covered by credit insurance. A modification will not change the work of your original insurance certificate. In the event of death your insurance coverage may not pay the full principal balance of your debt and in the event of disability, your disability benefit amount may be less than your scheduled monthly payment.

UPWARD RISK AND FEE. I understand that any interest and unpaid interest and fees due on the date of the Agreement are not included in the Principal Amount stated above and agree to pay such interest and fees on the date the Existing Indebtedness is paid in full.

BEFORE TO SIGN THIS AGREEMENT, I AND EACH OF US, READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS AGREEMENT, I AND EACH OF US, AGREE TO THE TERMS OF THE AGREEMENT.

BORROWER:

X
David L. Lerner

X
Dorey M. Lerner

COPY

EXHIBIT 5

10/01/2012 15:28 PAX 4804872005

Gilbert Family Dentistry

018

DISCLOSURE STATEMENT

Principal	Loan Date	Term (Months)	Loan No.	Pay Period	Account	APR	Other	Notes
\$502,670.00	09-01-2009	09-01-2012	4189185-40000	90	00006187361	9.99%		

References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item.
Any item above containing "****" has been omitted due to text length limitations.

Borrower: David Zeman
Danya M Zeman
15 SHADOWCAST
NEWPORT COAST, CA 92657

Lender: M&J MARSHALL & HUSLEY BANK
North Phoenix
650 North 18th Avenue
Phoenix, AZ 85068

ANNUAL PERCENTAGE RATE The cost of my credit as a yearly rate. 6.250%	FINANCE CHARGE The dollar amount the credit will cost me. \$92,589.10	Amount Financed The amount of credit provided to me or on my behalf. \$502,670.00	Total of Payments The amount I will have paid after I have made all payments as scheduled. \$595,259.10
---	---	---	---

PAYMENT SCHEDULE. My payment schedule will be 36 monthly payments of \$3,095.03 each, beginning October 1, 2009; and one payment of \$486,932.05 on September 1, 2012.

PROPERTY INSURANCE. I may obtain property insurance from anyone I want that is acceptable to Lender.

SECURITY. I am giving a security interest in property located at 5990 S 99TH AVENUE, TOLLESON, AZ 85383. In addition, Lender has also reserved a contractual right of setoff in my deposit accounts. In addition, collateral securing other loans with Lender may also secure this loan.

PREPAYMENT. If I pay off early, I will not have to pay a penalty.

I will look at my contract documents for any additional information about nonpayment, default, any required repayment in full before the scheduled date, and prepayment refunds.

I read and was given a completed copy of this Disclosure Statement on September 1, 2009, prior to signing the Note or Change in Terms Agreement.

BORROWER:

X

Danya M Zeman

Amount Financed Itemization

Amount paid to me directly: \$502,670.00
\$502,670.00 Deposited to Account #

Note Principal: \$502,670.00
Prepaid Finance Charges: 00.00
Amount Financed: \$502,670.00

Other Charges Paid in Cash: \$34,976.52
\$34,976.52 DEFERRED PAYMENTS DUE AT MATURITY

LENDER PWD Number: PAX 615-18001. Debt, Finance Charge Solution, 104 1007, 2010. All rights reserved. © M&J MARSHALL & HUSLEY BANK 10-1007 P&H

COPY

EXHIBIT 6



BMO HARRIS BANK N.A. - CLC SERVICING DEPT, D
P.O. BOX 5047
ROLLING MEADOWS, IL 60008

• 040122Z 000000965 09HBS4 0910290

Navid Zamani
Donya M Zamani
12630 E Kari
Scottsdale AZ 85259



Mortgage Delinquency Notice

Loan Number: 8500355908

Statement Date: 11-2-2012

Customer Service:

(800) 207-3058

Hours: Monday through Friday,
8:00 a.m. to 6:00 p.m. CST

Mortgage Payment Delinquency Notice

Due Date	Regular Payment	Late Charge	Uncollected Late Charge	Miscellaneous Fees	Total Amount Due
10-1-2012	\$ 8,190.06	\$ 439.83	\$ 0.00	\$ 37,169.56	\$ 43,799.45

Our records indicate that your mortgage payment is more than 30 days past due. If this information is incorrect, please contact our Mortgage Servicing Unit at (800) 207-3058. Otherwise, kindly remit the Total Amount Due as indicated above.

If you need to make payment arrangements, please contact our Mortgage Collections Division at (847) 434-2501.

If you would like information on Homeownership Counseling, please call HUD's Housing Counseling Agency at (800) 568-4287.

Credit Information: We may report information about your account to credit bureaus. Late payments, missed payments or other defaults on your account may be reflected in your credit report.

Please remit delinquent payments to the address listed below:

BMO HARRIS BANK N.A. - CLC SERVICING DEPT. C
P.O. BOX 5042
ROLLING MEADOWS, IL 60008

XD-38-004

Please detach and enclose bottom portion with check or money order made payable to BMO Harris Bank N.A.

MORTGAGE DELINQUENCY PAYMENT NOTICE

LOAN NUMBER: 9500355908
DATE: 11-2-2012

BMO HARRIS BANK N.A.
CLO SERVICING DEPT. D
P.O. BOX 5043
ROLLING MEADOWS, IL 60008

Make checks payable to: BMO Harris Bank N.A.

☐ Check if your address/telephone number has changed and fill out form on reverse side

Navid Zamani
Donya M Zamani
12830 E Kelli
Scottsdale AZ 85259-3408

BMO HARRIS BANK N.A. • CLC SERVICING DEPT, C
P.O. BOX 8042
ROLLING MEADOWS, IL 60008-5042



If remitting more than total amount due, please complete the section below:

Total Amount Due	+ Additional Principal	= Total Amount Enclosed
\$ 43,799.45		

EXHIBIT B

IN THE SUPERIOR COURT OF THE STATE OF ARIZONA IN AND FOR THE COUNTY OF MARICOPA

NAVID ZAMANI AND DONYA ZAMANI,
HUSBAND AND WIFE

Plaintiff/Petitioner

vs.

BMO HARRIS BANK, N.A., as legal
successor to M&I Marshall & Isley Bank,
a national banking association

Defendant/Respondent

Hearing Date:

CASE NO: CV2013-001013

DECLARATION OF SERVICE OF:
SUMMONS; COMPLAINT; CERTIFICATE
COMPULSORY ARBITRATION

FILED

BY B. COLWELL, DEP

13 MAR -5 PM 3: 08

MICHAEL M. JEANES, CLERK
BY
RECEIVED NE LOBBY
DOCUMENT DEPOSITORY
DEP

The undersigned hereby declares: That s(he) is now and at all times herein mentioned was a citizen of the United States, over the age of eighteen, not an officer of a plaintiff corporation, not a party to nor interested in the above entitled action, and is competent to be a witness therein.

On the 27th day of February, 2013, at 1:32 PM, at the address of ONE CAMELBACK Road, PHOENIX, AZ 85012; this declarant served the above described documents upon BMO HARRIS BANK, N.A. by then and there personally delivering 1 true and correct copy(ies) thereof, by then presenting to and leaving the same with Carmenza Campbell Service Rep., PERSON AUTHORIZED TO ACCEPT, An Hispanic female approx. 45-55 years of age, 5'4"-5'8" tall, weighing 80-120 lbs with black hair..

No Information was provided or discovered that indicates that the subjects served are members of the U.S. military.

Declarant hereby states under penalty of perjury under the laws of the State of Arizona that the statement above is true and correct.

DATED this 28th day of February, 2013.


Christopher Chevallier, Reg. # 8192, Maricopa, AZ

1001 North Third Avenue, Suite 7, Phoenix, AZ 85003, 602-253-4563

FOR: Green, Aaron P.C.
REF: Zamani

ORIGINAL PROOF OF
SERVICE

Tracking #: 7373069 PHX FIL



EXHIBIT C

Snell & Wilmer

L.L.P.
LAW OFFICES
One Arizona Center, 400 E. Van Buren
Phoenix, Arizona 85004-2202
(602) 382-6000

Barbara J. Dawson (#012104)
Daniel W. Huitink (#026276)
SNELL & WILMER L.L.P.
One Arizona Center
400 E. Van Buren
Phoenix, AZ 85004-2202
Telephone: (602) 382-6000
bdawson@swlaw.com
dhuitink@swlaw.com
Attorneys for Defendant BMO Harris Bank, N.A., as
successor by merger to M&I Marshall & Ilsley Bank

IN THE SUPERIOR COURT OF THE STATE OF ARIZONA
IN AND FOR THE COUNTY OF MARICOPA

NAVID ZAMANI and DONYA
ZAMANI, husband and wife,

Plaintiffs,

v.

BMO HARRIS BANK, N.A., as legal
successor to M&I Marshall & Ilsley
Bank, a national banking association,

Defendant.

Case No. CV2013-001013

NOTICE OF REMOVAL

(Assigned to the Hon. Mark Brain)

**TO: THE CLERK OF THE SUPERIOR COURT AND ALL PARTIES HERETO
AND THEIR ATTORNEYS**

Defendant BMO Harris Bank, N.A., as legal successor to M&I Marshall & Ilsley Bank, a national banking association, gives notice of removal of this action from the Maricopa County Superior Court to the United States District Court for the District of Arizona. A copy of the Notice of Removal filed with the United States District Court for the District of Arizona is attached as Exhibit A. Pursuant to 28 U.S.C. § 1446(d), this Court shall proceed no further with this action.

1 DATED this 29th day of March, 2013.

2 SNELL & WILMER L.L.P.

3
4 By /s/ Daniel W. Huitink

5 Barbara J. Dawson
6 Daniel W. Huitink
7 One Arizona Center
8 400 E. Van Buren
9 Phoenix, AZ 85004-2202
10 Attorneys for Defendant BMO Harris Bank, N.A., as
11 successor by merger to M&I Marshall & Ilsley Bank

12 **ORIGINAL** of the foregoing
13 e-filed this 29th day of
14 March, 2013 with the Clerk
15 of the Court.

16 **COPY** mailed to:

17 Aaron M. Green, Esq.
18 Law Office of Aaron Green, P.C.
19 645 North Fourth Avenue, Suite B
20 Phoenix, AZ 85003-1595
21 (602) 525-4659
22 Attorney for Plaintiffs

23 /s/ Beth Scott
24 16888548
25
26
27
28

Snell & Wilmer

L.L.P.
LAW OFFICES
One Arizona Center, 400 E. Van Buren
Phoenix, Arizona 85004-2202
(602) 382-6000

EXHIBIT A

Snell & Wilmer

LLP
LAW OFFICES
One Arizona Center, 400 E. Van Buren, Suite 1500
Phoenix, Arizona 85004-2202
(602) 382-6000

Barbara J. Dawson (#012104)
Daniel W. Huitink (#026276)
SNELL & WILMER LLP.
One Arizona Center
400 E. Van Buren
Phoenix, AZ 85004-2202
Telephone: (602) 382-6000
bdawson@swlaw.com
dhuitink@swlaw.com
Attorneys for Defendant BMO Harris Bank, N.A.

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF ARIZONA**

Navid Zamani and Donya Zamani,
husband and wife,

Plaintiffs,

v.

BMO Harris Bank, N.A., as legal
successor to M&I Marshall & Ilsley
Bank,

Defendant.

Case No.

NOTICE OF REMOVAL

**TO: TO THE HONORABLE JUDGES AND CLERK OF THE ABOVE-
ENTITLED COURT**

PLEASE TAKE NOTICE that pursuant to 28 U.S.C. §§ 1441 and 1446,
Defendant BMO Harris Bank, N.A., as legal successor by merger to M&I Marshall &
Ilsley Bank ("BMO"), files this Notice of Removal of the state court civil action filed
against it that is described below. The grounds for removal are the following:

1. Plaintiffs Navid Zamani and Donya Zamani, with the filing of the
Complaint, commenced this action in the Superior Court of the State of Arizona in and for
the County of Maricopa on January 30, 2013, in Case Number CV2013-001013 (the
"Superior Court Action"). *See* Exhibit A.

2. On February 27, 2013, BMO was served with copies of the Summons and
Complaint. *See* Exhibit B.

Snell & Wilmer

LAW OFFICES
One Arizona Center, 400 E. Van Buren, Suite 1900
Phoenix, Arizona 85004-1202
602.382.6000

1 3. Removal is timely under 28 U.S.C. § 1446(b), because this Notice is filed
2 within 30 days after receipt by BMO of the Complaint, and within one year of the
3 commencement of the action.

4 4. Under 28 U.S.C. § 1441, this Court is the appropriate forum in which to file
5 this Notice of Removal because the United States District Court for the District of
6 Arizona, Phoenix Division, is the federal judicial district embracing Maricopa County,
7 Arizona, the county in which the Superior Court Action was filed.

8 5. This Court has original jurisdiction over this matter pursuant to 28 U.S.C.
9 § 1331, and this matter is one which may be removed to this Court pursuant to 28 U.S.C.
10 § 1441(b), because it is a civil action whereby the Plaintiffs brought claims under the
11 Truth in Lending Act ("TILA") of 1968, 15 U.S.C. § 1601 *et seq.* See Exhibit A at ¶¶ 40-
12 43.

13 6. The Court further has supplemental jurisdiction over the remaining claims in
14 the Complaint because those claims are so related to the claims arising under the Court's
15 original jurisdiction "that they form part of the same case or controversy under Article III
16 of the U.S. Constitution." 28 U.S.C. § 1367.

17 7. By removing this action, BMO does not waive any defense that may be
18 available to it.

19 8. Pursuant to 28 U.S.C. § 1446 and LRCiv 3.7(a), counsel for BMO has
20 caused a copy of this Notice of Removal to be filed in the Superior Court Action. See
21 Exhibit C.

22 9. Copies of all other documents filed in the Superior Court are attached as
23 Exhibit D.

24 WHEREFORE, BMO respectfully requests that this Notice of Removal be filed,
25 the Superior Court Action be removed to and proceed hereafter in this Court, and no
26 further proceedings be had in the Superior Court of Maricopa County, Arizona.

27
28

1 DATED this 29th day of March, 2013.

2 SNELL & WILMER LLP

3
4 By s/ Daniel W. Huitink

5 Barbara J. Dawson

6 Daniel W. Huitink

7 One Arizona Center

8 400 E. Van Buren

9 Phoenix, AZ 85004-2202

10 Attorneys for Defendant BMO Harris Bank, N.A. as
11 successor by merger to M&I Marshall & Ilsley Bank
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Snell & Wilmer

LLP
LAW OFFICES
One Arizona Center, 400 E. Van Buren, Suite 1900
Phoenix, Arizona 85004-2202
302.382.6000

CERTIFICATE OF SERVICE

I hereby certify that on the 29th day of March, 2013, I electronically transmitted the foregoing document and any attachments to the U.S. District Court Clerk's Office using the CM/ECF System for filing and transmittal of a Notice of Electronic Filing to the following CM/ECF registrants.

I further certify that on March 29, 2013, I served the attached document by mail on the following:

Aaron M. Green, Esq.
Law Offices of Aaron Green, P.C.
645 North Fourth Avenue, Ste. B.
Phoenix, AZ 85003-1595
Attorney for Plaintiffs

s/ Beth Scott

16888540

Snell & Wilmer

LAW OFFICES
One Arizona Center, 400 E. Washington, Suite 1900
Phoenix, Arizona 85004-2202
602.382.6000

EXHIBIT D

MAR 5 2013 FILED 3:08 P.M.

MICHAEL K. JEANES, Clerk

By B. Colwell
B. Colwell, Deputy

Aaron M. Green, No. 019800
LAW OFFICE OF AARON GREEN, P.C.
645 North Fourth Avenue, Suite B
Phoenix, Arizona 85003-1595
Telephone: (602) 525-4659
Fax: (602) 532-7457
greenlawaz@gmail.com
Attorney for the Plaintiff(s)

ORIGINAL

IN THE SUPERIOR COURT OF THE STATE OF ARIZONA
IN AND FOR THE COUNTY OF MARICOPA

NAVID ZAMANI and DONYA
ZAMANI, husband and wife,
Plaintiffs,

v.

BMO HARRIS BANK N.A., as legal
successor to M&I Marshall & Ilsley Bank,
a national banking association,
Defendant.

Case No.: CV2013-001013

SUMMONS

If you would like legal assistance in this matter,
contact the Lawyer Referral Service at

602-257-4434

or

www.lawyerfinders.org

Sponsored by the
Maricopa County Bar Association

THE STATE OF ARIZONA TO THE DEFENDANT:

BMO HARRIS BANK N.A.

YOU ARE HEREBY SUMMONED and required to appear and defend, within the time applicable, in this action in this Court. If served within Arizona, you shall appear and defend within 20 days after the service of the Summons and Complaint upon you, exclusive of the day of service. If served out of the State of Arizona – whether by direct service, by registered or certified mail, or by publication – you shall appear and defend within 30 days after the service of the Summons and Complaint upon you is complete, exclusive of the day of service. Where process is served upon the Arizona Director of Insurance as an insurer's attorney to receive service of legal process against it in this state, the insurer shall not be required to appear, answer or plead until expiration of 40 days after date of such service upon the Director. Service by registered or certified mail without the State of Arizona is complete 30 days after the date of filing the receipt and affidavit of service with the Court. Service by publication is complete 30 days after

1 the date of first publication. Direct service is complete when made. Service upon the
 2 Arizona Motor Vehicle Superintendent is complete 30 days after filing the Affidavit of
 3 Compliance and return receipt or Officer's Return. RCP 4; ARS §§ 20-222, 28-502, 28-
 4 503.

5 **YOU ARE HEREBY NOTIFIED** that in case of your failure to appear and
 6 defend within the time applicable, judgment by default may be rendered against you for
 7 the relief demanded in the Complaint.

8 **YOU ARE CAUTIONED** that in order to appear and defend, you must file an
 9 Answer or proper response in writing with the Clerk of this Court, accompanied by the
 10 necessary filing fee, within the time required, and you are required to serve a copy of any
 11 Answer or response upon the Plaintiffs' attorney. RCP 10(d); ARS § 12-311; RCP 5.

12 Requests for reasonable accommodation for persons with disabilities must be
 13 made to the division assigned to the case by parties at least 3 judicial days in advance of a
 14 scheduled court proceeding.

15 The name and address of plaintiffs' attorneys is:

16 Aaron M. Green
 17 Law Office of Aaron Green, P.C.
 18 645 N. 4th Ave., Suite B
 19 Phoenix, AZ 85003

20 SIGNED AND SEALED this date: JAN 30 2013 **MICHAEL K. JEANES, CLERK**

21 **MICHAEL K. JEANES, Clerk of the Court**



22 
 23 Deputy Clerk

24 J. Kiraly
 25 Deputy Clerk

MICHAEL H. JEANES, CLERK
BY *J. Kinsley*
FILED

13 JAN 30 PM 4:40

1 Aaron M. Green, No. 019800
2 LAW OFFICE OF AARON GREEN, P.C.
3 645 North Fourth Avenue, Suite B
4 Phoenix, Arizona 85003-1595
5 Telephone: (602) 525-4659
6 Fax: (602) 532-7457
7 greenlawaz@gmail.com
8 Attorney for the Plaintiff(s)

9 **IN THE SUPERIOR COURT OF THE STATE OF ARIZONA**
10 **IN AND FOR THE COUNTY OF MARICOPA**

11 NAVID ZAMANI and DONYA
12 ZAMANI, husband and wife,
13 Plaintiffs,

14 v.

15 BMO HARRIS BANK N.A., as legal
16 successor to M&I Marshall & Ilsley Bank,
17 a national banking association,
18 Defendant.

Case No.: **CV2013-001013**

**CERTIFICATE REGARDING
COMPULSORY ARBITRATION**

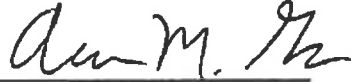
19 Pursuant to Rule 72, Arizona Rules of Civil Procedure, the undersigned certifies
20 that he knows the dollar limits and any other limitations set forth by the local rules of
21 practice for the Maricopa County Superior Court, and further certifies that this case is
22 not/ subject to compulsory arbitration, as provided by Rules 72 through 76 of the Arizona
23 Rules of Civil Procedure.

24 / / /

25 / / /

1 RESPECTFULLY SUBMITTED this 30th day of January, 2013.

2
3 LAW OFFICE OF AARON GREEN, P.C.

4 

5 Aaron M. Green
6 645 N. 4th Avenue, Suite B
7 Phoenix, Arizona 85003
8 *Attorney for Plaintiffs*
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